

<b>GSA Task Order 47QFSA23F0004</b> <b>Version: 00</b> <b>Date: 11/18/2022</b>		<b>GSA Contract Specialist:</b> Jacqueline Martin Phone: (404) 224-2203 Email: <a href="mailto:Jacqueline.Martin@gsa.gov">Jacqueline.Martin@gsa.gov</a>  <b>GSA Senior Contracting Officer:</b> Christopher Byrne Phone: 404-215-6887 Email: <a href="mailto:Christopher.byrne@gsa.gov">Christopher.byrne@gsa.gov</a>	
<b>Client Organization:</b> Centers for Disease Control and Prevention (CDC) Office of the Chief Information Officer (OCIO) 2877 Brandywine Road, K84, Information Technology Services Office (ITSO) Atlanta, Georgia,		<b>Primary Client Representative (COR):</b> Arlene Deal CDC OCIO Phone: (b) (6) Mobile #: (b) (6) Email: (b) (6)	
<b>Project Name:</b> CDC OCIO Data and IT Modernization Support Services		<b>Period of Performance:</b> <b>Base Year: 12/05/2022 – 12/04/2023</b> Option Year 1: 12/05/2023 – 12/04/2024 Option Year 2: 12/05/2024 – 12/04/2025 Option Year 3: 12/05/2025 – 12/04/2026 Option Year 4: 12/05/2026 – 12/04/2027 6 month Ext: 12/05/2027 – 06/04/2028	
	<b><u>TASK ORDER</u></b>		<b><u>FUNDING</u></b>
<input checked="" type="checkbox"/>	Firm Fixed Price	<input checked="" type="checkbox"/>	Severable
<input checked="" type="checkbox"/>	Labor Hour	<input type="checkbox"/>	Non-Severable
<input checked="" type="checkbox"/>	Cost Reimbursement, No Fee		
<input checked="" type="checkbox"/>	Hybrid	X	Fully Funded
<input checked="" type="checkbox"/>	Performance-based		Incrementally Funded
	Vehicle:		

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**Centers for Disease Control and Prevention (CDC)  
OCIO Data and IT Modernization Support Services**

- 1.0 Introduction:** Work is to be accomplished for United States Centers for Disease Control and Prevention, Office of Business Operations (OBO), Office of the Chief Information Officer (OCIO), Office of the Chief Operating Officer (OCOO), herein referred to as Client.

### **1.1 Points of Contact**

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#### **GSA Senior Contracting Officer (SCO):**

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#### **Contracting Officer's Representative (COR):**

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#### **Technical Monitor**

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### **2.0 Purpose**

The purpose of this Task Order is to provide cross-cutting support to the Office of the Chief Information Officer (OCIO) in two focus areas:

- a. Enterprise-wide product and service delivery assurance in support of agency modernization activities

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- b. OCIO internal operational activities

## 2.1 Background

The CDC's OCIO is responsible for building and maintaining the agency's scientific infrastructure, as well as providing enterprise data and information technology (IT) products and services that support all aspects of the agency's mission. In this role, the Chief Information Officer and staff work at the intersections of IT, public health, and health IT to advance system and enterprise-wide scientific infrastructure, data and IT products and services, and related priorities and strategies.

The OCIO has the responsibility to ensure the effective planning, coordination and implementation of scientific infrastructure and data and IT products and services in support of agency modernization priorities. As part of this responsibility OCIO must coordinate the process for identifying, assessing, and reporting on implementation progress that tie directly and indirectly to program outputs and outcomes.

## 2.2 Definitions & Acronyms

ACRONYM	TITLE
ARP	American Rescue Plan Act
CAC	Common Access Cards
CAP	Contractor-Acquired Property
CARES	Coronavirus Aid, Relief, and Economic Security Act
CDC	Center for Disease Control and Prevention
CIO	Centers, Institutes, and Offices
COR	Contracting Officer's Representative
COP	Communities of Practice
COVID-19	Coronavirus Disease 2019
CUI	Controlled Unclassified Information
DMI	Data Modernization Initiative
EDO	Enterprise Data Office
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FISMA	Federal Information Security Modernization Act
GFP	Government Furnished Property
GSA	General Services Acquisition
GSAM	General Services Acquisition Manual
HHS	U.S. Department of Health & Human Services
HHSAR	HHS Acquisition Regulation
HSPD-12	Homeland Security Presidential Directive
IT	Information Technology
ITDG	CDC IT and Data Governance (ITDG)
NIST	National Institute of Standards and Technology
OBO	Office of Business Operations

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<b>OCI</b>	Organizational Conflict of Interest
<b>OCIO</b>	Office of the Chief Information Officer
<b>OCOO</b>	Office of the Chief Operating Officer
<b>OD</b>	Office of the Director
<b>OMB</b>	Office of Management and Budget
<b>PII</b>	Personally Identifiable Information
<b>PWS</b>	Performance Work Statement
<b>ROB</b>	Rules of Behavior
<b>SME</b>	Subject Matter Expert
<b>SOP</b>	Standard Operating Procedures
<b>QCP</b>	Quality Control Plan
<b>WCAG</b>	Web Content Accessibility Guidelines

**3.0 Scope of Work:** This Performance Work Statement (PWS) establishes the requirements for Contractor-provided solutions in support of OCIO. The contractor shall provide all personnel, supervision, and other services necessary to provide Non-personal services in support of OCIO DMI activities work as defined in this PWS in support of the CDC's Office of the Chief Information Officer (OCIO) for this purpose of Program Management and Operational Support, Modernization Planning and Implementation Support, Communication and Engagement, Surge Support Service, Data Science, Analytics, and Consulting to support the Enterprise Data Office, and Program Analysis and Project Management.

3.1 Task Order Type: The resulting task order will be a hybrid Firm-Fixed Price/Labor Hour (LH)/Cost Reimbursement, No Fee (CRNF) Task Order type.

3.2 Period of Performance:

<b>Contract Period</b>	<b>Period of Performance</b>
Base Period	12/01/2022 - 11/31/2023
Option Period 1	12/01/2023 - 11/31/2024
Option Period 2	12/01/2024 - 11/31/2025
Option Period 3	12/01/2025 - 11/31/2026
Option Period 4	12/01/2026 - 11/31/2027
FAR 52.217-8 Six Month Extension	12/01/2027 - 05/31/2028

The availability to extend the task order for six months is also included utilizing FAR 52.217-8 Option to Extend Services clause.

#### 4.0 Requirements

##### 4.1 Task Order Management – Applies to all tasks

The contractor shall provide administrative and management support as outlined below. This support is considered integral to the management and execution of the contract.

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**Resources allocated to this section of work will be identified as key personnel. (see PWS section 5.0)**

- a. *Task Order Management and Administration.* The contractor shall identify a single point of contact for all official communication regarding performance and communicate this POC's information to the COR and contracting officer. The contractor shall respond to Government requests in a timely fashion, generally the same day of the request, with either the requested information OR the date the information can be reasonably provided. The contractor shall make travel arrangements for its employees if travel is required by the government.
- b. *Task Order Administration Related Meetings.* The contractor shall schedule and hold meetings with the COR to discuss Task Order related items, such as deliverables, performance, quality, and progress. These meetings will typically occur monthly or on an as needed basis per recommendation by the COR. The contractor shall provide the COR meeting materials including, but not limited to, an agenda, at least two days before the date and time of the meeting.
- c. *Status Reports.* Submit a Monthly Status Report no later than the fifth business day of the succeeding month that provides a narrative regarding, as applicable to core and/or exercised optional requirements.
- d. *Orientation Briefings.* Contractor shall schedule briefings within one week of award. The contractor will request to schedule an initial orientation briefing with the government. The orientation briefing will be held at a location, date and time mutually agreed upon by both parties, or remotely. At the briefing, the contractor will outline the approach and schedule for the requirement as well as address the control and management mechanisms they will use to oversee their work. The contractor will also identify key and supporting personnel and sub-contractors' firms that will be used to accomplish the tasks. As applicable, the briefing should also address contractor transition items such as recruiting retention of incumbent personnel, roles and responsibilities of key personnel on the contractor's staff, task order communication management (means, methods, frequencies, and responsibilities), security, badging, onboarding, etc., including a milestone chart.
- e. *Meetings and Coordination.* The contractor shall participate in internal and external meetings, stand-ups, conference calls, and engagements as required for performance. Participation is active, engaged, and value-added. Contractor personnel with the appropriate skills and experience are identified to participate. As required, schedule, coordinate, prepare for, assist with, and support meetings. Prepare agendas, disseminate preparatory materials, and prepare meeting summaries and/or minutes along with tracking assignments / action items, their status and completion. Apply subject matter expertise to determine relevant topics, agendas, and determine functional and technical content.
- f. *Briefings.* The contractor shall prepare, develop, design, update, revise, and maintain briefings as required for performance. Be prepared to brief senior leaders and senior executives on within-scope topics as needed.
- g. *Task Order Kick-Off.* The contractor shall schedule and hold a kick-off meeting within ten (10) business days of award. The contractor shall meet with relevant OAS and OCIO



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personnel to review and clarify the scope of work and delivery schedule for this Task Order and address contractual matters (e.g., invoice procedures). In consultation with OCIO, the contractor shall develop, prepare and distribute an agenda 2 days prior to the Kick-Off Meeting. Discussion topics may include the following:

1. Review of program purpose, goal, functional areas, and expected products.
2. A discussion of the program management approach.
3. Development of the performance plan to guide the overall direction of the program, including identification of both program and project risk and proposing risk mitigation strategies, if applicable.
4. A discussion of the format and timetable for deliverables.
5. A review of the program governance strategies including requirements tracking, project scope, cost, schedule, and performance management; and
6. Any other questions or issues identified by the Contractor.
7. The meeting may be held at a date and time mutually agreed upon by both parties either in person or via remote meeting (Teams, Zoom, etc.)

**4.2 Task 1: Program Management and Operational Support**

The Contractor shall provide operations support to the Office of the Chief Information Officer Office of the Director (OCIO OD) to assist with coordination of OCIO-supported agency modernization activities.

For this task, the following activities shall be conducted, but not be limited to:

- 4.2.1** Provide strategic advisory services incorporating financial models that facilitate the implementation and monitoring and evaluation of IT modernization and DMI activities, rapid program assessment projects, and demonstration projects.
- 4.2.2** Provide program and project management support to ensure projects are executed on time, within scope, and within budget.
- 4.2.3** Manage, triage, and report financial, budget and programmatic OCIO modernization activities. Utilize best practices in graphical designs for development of tables and figures, slide presentations, and other media to report monitoring and evaluation of qualitative and quantitative data.
- 4.2.4** Provide administrative support to OCIO senior leaders by organizing meetings, providing logistical support, drafting meeting minutes, and managing electronic filing maintaining document version control and management.
- 4.2.5** Support OCIO senior leaders with gathering, documenting and validating technical requirements for software, hardware and services in support of OCIO operations.

**4.3 Task 2: Modernization Planning and Implementation Support**

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Activities shall be aligned to the Data Modernization Initiative (DMI) strategic framework and ongoing priority tracking activities. Working with OCIO senior leadership, provide modernization planning and implementation support.

- 4.3.1** Working with OCIO senior leadership to plan and develop implementation roadmaps with supporting documentation to address how scientific infrastructure and data and IT products and services align to, extend and enable Centers, Institutes and Offices (CIO) projects aligned to agency modernization (may or may not be funded as part of DMI) as well as how they benefit the agency, public health partners and support U.S. Department of Health & Human Services (HHS) and national-level objectives in the use of this funding.
- 4.3.2** Integrate current legislative and regulatory requirements, as well as funding requirements/limitations, and potential future Congressional funding appropriations initiatives, legislative, and regulatory requirements into OCIO strategic planning.
- 4.3.3** Assist the Office of the Chief Information Officer (OCIO) Office of the Director (OD) team in preparing DMI strategic implementation products for OCIO senior executives who provide information in a high-level, public settings. These products could include but are not limited to RACI charts, SWAT analyses, Eisenhower Matrices, one-page decision briefs, briefing materials and talking points.

**4.4 Task 3: Communication and Engagement**

Effective communications and engagement in support of OCIO's implementation of enterprise scientific infrastructure and data and IT products and services require both communications and public health expertise. The contractor assists OCIO with leading-edge and operational support for communications and engagement with stakeholders and partners. The contractor shall bring expertise in communication and marketing, partner strategy and engagement, and stakeholder management to ensure OCIO is effectively engaging critical audiences to achieve the modernization objectives. This task includes the development of plans, tools, and materials to facilitate communication needs related to OCIO's modernization of the agency's scientific infrastructure.

For this task, the following subtasks include, but are not limited to:

- 4.4.1** Develop an engagement plan to support OCIO modernization objectives to include creating relevant materials and resources which generate appropriate awareness of relevant OCIO activities that support, enable, and extend CDC and DMI priorities.
- 4.4.2** Develop a communications plan that defines the various target audiences, how key content shall be delivered, communication channels, frequency and timeframes, and success metrics to track the efficacy of each communication effort. This document shall be a "living document" and shall be updated continuously as partners and stakeholders are identified and as other entities request information.

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- 4.4.3 Develop and disseminate internal and external communication materials/documents, as needed, to support agency and OCIO priorities and ensure situational awareness and updates are reaching critical audiences.
- 4.4.4 Support external communications with key audiences
- 4.4.5 Support requirements-gathering and development of knowledge management mechanisms and tools to share information, resources, and materials among CIOs within CDC and with external partners (including states) to meet CDC's requirements.
- 4.4.6 Conduct stakeholder assessments and analyze program requirements.
- 4.4.7 Perform environment scans, reviews, and analysis of policies and or regulations related to public health / health data strategies and data modernization
- 4.4.8 Provide operational support for this task

**5.0 Key Personnel**

The Contractor shall propose and provide resumes for the following Key Personnel:

**a. Program Manager (PM)**

To provide effective leadership and governance, OCIO and mission partners require a PM with a scientific and management-level degree along with working knowledge and experience of broader data and public health strategies supported by operational IT leadership experience within a scientific or health environment.

The following experience and qualifications for a Program Manager key position are needed:

- Doctorate or master's degree
- At least 10-15 years' experience managing Major Data Modernization and related IT initiatives
- Experience planning, directing, coordinating, and managing the offerors proposed methodologies and approach of a project of similar scope, to include recruiting and retaining qualified staff, procurement of materials and equipment, maintaining standards, training, problem resolution, and employee relations.
- Demonstrated excellent oral and written communication skills, to include at the Senior Executive level

**6.0 Deliverables:** Delivery schedules, reports, and exhibits will be constructed in Microsoft Word, Excel, Access, Project and delivered to the COR in soft copy on an electronic medium meeting CDC system requirement. All reports are to be emailed to the COR. Any meetings will be held via Teams.

Upon receipt of each deliverable in GSA ASSIST the GSA ASSIST System Post Award Collaboration module, the Government will review and accept/not accept in the GSA ASSIST System Post Award Collaboration module. The COR will provide acceptance/non-acceptance on the Post Award Collaboration document tracker. If a deliverable is unacceptable, the reasons why will be documented on the Post Award Collaboration document and the COR will coordinate with the Contractor Program Manager, who shall coordinate with the COR to determine the resubmission time, and this will be documented with a new due date and explanation on the Post Award Collaboration document.

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PWS Para.	Deliverable	Timeline/ Frequency	Delivery Method
<p>4.1.Task Order Management</p> <p>4.1.b &amp; 4.1.e. 4.1 f</p> <p>4.1.c</p> <p>4.1.d</p> <p>4.1.g</p>	<p>Task Order Administration Meeting Coordination, Briefings.</p> <p>Status Reports –</p> <p>Orientation briefing</p> <p>Kick-off Meeting/Post Award</p>	<p>4.1.b Provided two business days prior to established meeting. 4.1.e Provided two business days prior to established meeting.</p> <p>Due the 5<sup>th</sup> business day of the succeeding month.</p> <p>Due 1 week after award</p> <p>Within ten business (10) days following the Task Order award.</p>	E-mail to CDC COR and GSA.
<p>Task 1</p> <p>4.2 Program Management and Operational Support</p>	<p>4.2.3</p> <p>Develop strategy and work plan which shall work within existing framework and processes which shall ensure contractor can manage CARES Act programmatic activities within budget and also ensure implementation plans across CIOs are aligned and complementary.</p>	<p>Within 60 days of Task Order start date.</p>	<p>1 electronic copy via MS Word or Excel delivered to the CDC Technical Monitor and COR. Also uploaded to GSA ASSIST Post Award Collaboration (PAC) tool</p>
<p>Task 2 Modernization Planning and Implementation Support</p>	<p>4.3.1 Develop a strategic plan and the supporting strategic documents in support of overarching CDC Data Modernization Initiative efforts.</p>	<p>Draft strategic plan due within 60 days of Task Order start date. Final Draft for coordination within 90 days of Task Order award. Revisions and updates as needed.</p>	<p>Post drafts and final documents to MS Teams. 1 electronic copy via MS Word or Excel and final documents posted to GSA ASSIST Post Award Collaboration (PAC) tool</p>

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Task 2 4.3 Modernization Planning and Implementation Support	4.3.2 Integrate CARES Act strategies with existing OCIO and Agency strategic planning	Work plans due <b>within 60 days</b> Task Order start date. Continued updates thereafter with a report monthly on efforts.	Post drafts and final documents to MS Teams. 1 electronic copy via MS Word or Excel and final documents posted to GSA ASSIST Post Award Collaboration tool.
Task 2 4.3 Modernization Planning and Implementation Support	4.3.3 Prepare spokespeople who brief GAO/OIG/Congress and/or provide information in a high-level, public settings	As needed – no more than 3 times per POP	Post drafts and final documents to MS Teams. 1 electronic copy via MS Word or Excel and final documents posted to GSA ASSIST Post Award Collaboration tool.
Task 3 4.4 Communication and Engagement	4.4.1 Engagement strategy  4.4.2 Communication Plan – shall be reviewed and continuously updated throughout the life of the project	4.4.1 30 days after optional task (which one) is exercised.  4.4.2 Drafts submitted within 90 days of Task Order award and updated throughout the life of the project	Submit to PM for approval and then to MS Teams and posted to GSA ASSIST Post Award Collaboration tool once approved.
Task 3 4.4 Communication and Engagement	4.4.3 dissemination of internal external communication materials and/or documents	Monthly reporting of status depending on the report on Monday, or the first workday of the week if the Monday is a holiday, by 9AM.	By email to the Technical Monitor and Task Order COR and posted to GSA ASSIST Post Award Collaboration tool
Task 3 4.4 Communication and Engagement	4.4.6 Stakeholder assessments	Submitted twice monthly 1st submission by the 10 <sup>th</sup> of each month.	Post drafts and final documents to MS Teams, final documents and posted to GSA ASSIST Post
Paragraph 14 of Attachment A	Quality Control Plan	Submitted ten days after award and after the exercise of options periods if there are changes.	Post drafts and final documents to GSA ASSIST Post Award Collaboration tool.

**7.0 Performance Requirements Summary:** The Services Summary identifies the performance objectives and performance thresholds for all critical tasks associated with providing the services outlined in this PWS. This section contains only those items considered most important for mission accomplishment. The performance objectives are those services/tasks required in the PWS. The performance thresholds briefly describe the minimum acceptable levels of service required for each

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requirement. The thresholds are critical to mission success. The Government expects the Contractor to perform at the acceptable levels throughout the life of the task order.

Desired Outcomes	Required Services	Performance Standard	Acceptable Quality Level (AQL)	Monitoring Method (Quality Assurance Surveillance)	Incentives/ Disincentives
4.1 Task Order management and responsiveness	Responds to questions / concerns from COR and Contracting Officer within a reasonable time.	Response time is within a range of an hour up to one business day depending on the urgency and complexity.	95% of the time	COR & Technical Monitor surveillance accurate deliverables; and reports.	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised
Task 1 Program Management and Operational Support	Develop strategy and work plan which shall work within existing OCIO framework	Strategy and Work plan submitted within 60 days of Task Order start date.  Documents are clear, concise and accurate.	Deliverable shall be error free. Submitted by due date High quality, fully edited, and accurate;	COR & Program Manager monitoring and reports	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised

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Task 2 Modernization Planning and Implementation Support	Develop a strategic plan and the supporting strategic documents in support of overarching CDC Data Modernization Initiative efforts.	Strategic Work plan submitted within 60 business days of Task Order start date.  Documents are clear, concise and accurate.	Deliverable shall be error free. Submitted by due date High quality, fully edited, and accurate;	COR & Technical Monitor acceptance of deliverable.	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised
Task 3 Communication and Engagement	Communication Plan Dissemination of communication materials Stakeholder assessments	Communication plans, materials and stakeholder assessments submitted by the due date.	Deliverable shall be error free. Submitted by due date High quality, fully edited, and accurate.	COR & Technical Monitor acceptance of deliverable.	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised
Invoices are accurate and timely	Accurate invoices are submitted in a timely manner.	No invoices within a 12-month period require suspension or disallowance due to mistakes, incompleteness or unallowable costs	100% error free	COR verification of invoice; accuracy	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised
Quality Control Plan	Accurate and Complete Quality Control Plan submitted	Delivered within ten days of contract award	No revisions required by Government	COR and Contracting Officer Review	Favorable or unfavorable CPARS performance evaluation; allow option period to expire unexercised

**8.0 Place of Performance** – Work can be performed at the Contractor site

**9.0 Federal Holidays:** The following is a list of U.S. government holidays. If the holiday falls on a Saturday, the preceding Friday is observed as the holiday. If the holiday falls on a Sunday, the following Monday is observed as the holiday. Normal work operations, which fall on a government holiday, shall be performed on the day following an observed holiday.

New Year's Day	(typically observed 1 January*)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Juneteenth	(typically observed 19 June*)

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Independence Day	(typically observed 4 July*)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(typically observed 11 November*)
Thanksgiving Day	(4th Thursday in November)
Christmas Day	(typically observed 25 December*)

\*Observed the Friday before or the Monday after if holiday falls on a weekend day.

**10.0 Government Furnished Property (GFP):**

The Government will be providing laptops and docking stations to the contractor.

**11.0 Travel:** Travel may be necessary for this requirement. All travel must be approved in advance in writing by the COR by use of the Post-Award Collaboration module in GSA ASSIST 2.0

**12.0 Security Requirements:**

**Baseline Security Requirements**

- 1) **Applicability.** The requirements herein apply whether the entire Task Order or order (hereafter “contract”), or portion thereof, includes either or both of the following:
  - a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
  - b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of “information technology” (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.
- 2) **Safeguarding Information and Information Systems.** In accordance with the Federal Information Processing Standards Publication (FIPS)199, *Standards for Security Categorization of Federal Information and Information Systems*, the Contractor (and/or any subcontractor) shall:
  - a. Protect government information and information systems in order to ensure:
    - **Confidentiality**, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information.
    - **Integrity**, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
    - **Availability**, which means ensuring timely and reliable access to and use of information.



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- b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less**, bring the situation to the attention of the other party.
  - c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this Task Order or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing [fisma@hhs.gov](mailto:fisma@hhs.gov).
  - d. Comply with the Privacy Act requirements and tailor FAR clauses as needed.
- 3) **Information Security Categorization.** In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, *Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories*, Appendix C, and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

<b>Confidentiality:</b>	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
<b>Integrity:</b>	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
<b>Availability:</b>	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High
<b>Overall Risk Level:</b>	<input type="checkbox"/> Low <input checked="" type="checkbox"/> Moderate <input type="checkbox"/> High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/Task Order involves:

☒ No PII      ☐ Yes PII

**Personally Identifiable Information (PII).** Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

- 4) **Controlled Unclassified Information (CUI).** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with *Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002)* when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "*handling*" refers to "...any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

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- a. marked appropriately.
  - b. disclosed to authorized personnel on a Need-To-Know basis.
  - c. protected in accordance with NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations* applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* if handled by internal Contractor system; and
  - d. returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 5) **Protection of Sensitive Information.** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
- 6) **Confidentiality and Nondisclosure of Information.** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this Task Order and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.
- The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and CDC policies. Unauthorized disclosure of information will be subject to the HHS/CDC sanction policies and/or governed by the following laws and regulations:
- a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
  - b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
  - c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).
- 7) **Internet Protocol Version 6 (IPv6).** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, *Transition Planning for Internet Protocol Version 6 (IPv6)*.
- 8) **Government Websites.** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is

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highly recommended.

- 9) **Task Order Documentation.** The Contractor shall use provided templates, policies, forms and other agency documents to comply with Task Order deliverables as appropriate.
- 10) **Standard for Encryption.** The Contractor (and/or any subcontractor) shall:
- a. Comply with the *HHS Standard for Encryption of Computing Devices and Information* to prevent unauthorized access to government information.
  - b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
  - c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and CDC-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
  - d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the COR and ISSO within 30 days of Task Order award.
  - e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.
- 11) **Contractor Non-Disclosure Agreement (NDA).** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this Task Order shall complete the CDC non-disclosure agreement. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.
- 12) **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)** – The Contractor shall assist the CDC Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this Task Order to determine whether or not a full PIA needs to be completed.
- a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the CDC SOP or designee with completing a PIA for the system or information within *30 days* after completion of the PTA and in accordance with HHS policy and OMB M-03-22, *Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002*.
  - b. The Contractor shall assist the CDC SOP or designee in reviewing the PIA at least every *three years* throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks,

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whichever comes first.

**Training**

- 1) **Mandatory Training for All Contractor Staff.** All Contractor (and/or any subcontractor) employees assigned to work on this Task Order shall complete the applicable HHS/CDC Contractor Information Security Awareness, Privacy, and Records Management training (provided upon Task Order award) before performing any work under this contract. Thereafter, the employees shall complete *CDC specific* Information Security Awareness, Privacy, and Records Management training at least **annually**, during the life of this contract. All provided training shall be compliant with HHS training policies.
- 2) **Role-based Training.** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training **annually** commensurate with their role and responsibilities in accordance with HHS policy and the *HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum*.
- 3) **Training Records.** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this Task Order in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within **30 days** after Task Order award and **annually** thereafter or upon request.

**Rules of Behavior**

- 1) The Contractor (and/or any subcontractor) shall ensure that all employees performing on the Task Order comply with the *HHS Information Technology General Rules of Behavior*, and any CDC-specific rules, as applicable.
- 2) All Contractor employees performing on the Task Order must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the Task Order and at least **annually** thereafter, which may be done as part of annual CDC Information Security Awareness Training. If the training is provided by the contractor, the signed ROB must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

**Incident Response**

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC)/CDC CSIRT teams **within 24 hours**, whether the response is positive or negative.

FISMA defines an incident as “an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The *HHS Policy for IT Security and Privacy Incident Reporting and Response* further defines incidents as events involving cybersecurity and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses

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personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS *Policy for IT Security and Privacy Incident Reporting and Response* further defines a breach as “a suspected or confirmed incident involving PII”.

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

- 1) Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this Task Order so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
- 2) NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send CDC approved notifications to affected individuals following CDC’s designated process.
- 3) Report all suspected and confirmed information security and privacy incidents and breaches to the CDC’s Computer Security Incident Response Team (CSIRT) [*CSIRT@CDC.gov*], COR, CO, CDC SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than **one (1) hour**, and consistent with the applicable CDC and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, Task Order information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:
  - a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
  - b. not include any sensitive information in the subject or body of any reporting e-mail; and
  - c. encrypt sensitive information in attachments to email, media, etc.
- 4) Comply with OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* HHS and CDC’s incident response policies when handling PII breaches.
- 5) Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.

**Position Sensitivity Designations**

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

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- ☐ Not Applicable  
☒ Level 1: Non-sensitive  
☐ Level 2: Non-critical Sensitive  
☐ Level 3: Critical Sensitive  
☐ Level 4: Special Sensitive  
☐ Level 5: Public Trust/Moderate Risk  
☐ Level 6: Public Trust/High Risk

**Homeland Security Presidential Directive (HSPD)-12**

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, *Policy for a Common Identification Standard for Federal Employees and Contractors*; OMB M-05-24; FIPS 201, *Personal Identity Verification (PIV) of Federal Employees and Contractors*; HHS HSPD-12 policy; and *Executive Order 13467, Part 1 §1.2*. For additional information, see HSPD-12 policy at: <https://www.dhs.gov/homeland-security-presidential-directive-12>)

**Roster.** The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within the CDC Specified timeline of the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within 7 days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member.

If the employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level.

**Task Order Initiation and Expiration**

- 1) **General Security Requirements.** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the CDC EPLC framework and methodology and in accordance with the HHS Task Order Closeout Guide (2012). CDC EPLC requirements may be located here: <https://www2a.CDC.gov/CDCup/library/other/eplc.htm>.
- 2) **System Documentation.** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, *Security Considerations in the System Development Life Cycle*, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
- 3) **Sanitization of Government Files and Information.** As part of Task Order closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, *Guidelines for Media Sanitization*.
- 4) **Notification.** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within 7 days before an employee stops working under this contract.

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- 5) **Contractor Responsibilities Upon Physical Completion of the Contract.** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this Task Order to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during Task Order performance, in accordance with HHS and/or CDC policies.
- 6) The Contractor (and/or any subcontractor) shall perform and document the actions identified in the CDC Contractor Employee Separation Checklist when an employee terminates work under this Task Order within 7 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

**Records Management and Retention**

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/CDC policies and shall not dispose of any records unless authorized by HHS/CDC.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/CDC policies.

**13.0 Inspection and Acceptance:** In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected, and the contractor notified of the COR's findings within five workdays of normally scheduled review. If the deliverables are not acceptable, the COR will notify the Contracting Officer (KO) immediately.

**13.1 Unsatisfactory work:** Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five workdays after notification of non-conformance.

**14.0 Quality Control Program.**

The Contractor shall ensure all work will be performed in accordance with the contract requirements, in compliance with the FAR clause 52.246.4 Inspection of Services - Fixed Price and 52.246-6 Inspection-Time-and-Material and Labor-Hour. The contractor shall maintain and submit to the Government within 10 days after award, a complete Quality Control Plan (QCP) addressing the inspection system used to ensure the requirements of this contract are met.

The contracting officer shall notify the contractor of acceptance or any required modifications. The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and

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unscheduled basis, frequency of inspections, and the title of inspectors.

- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request throughout the contract performance period, and for the period after contract completion, until final settlement of any claims under this contract.

**15.0 Quality Assurance:** The Government will evaluate the contractor's performance of this task order. For those requirements listed in the Performance Matrix, the COR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of requirements not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the KO as a result of surveillance will be according to the terms of the task order.

**16.0 Contracting Officer's Representative (COR):** The COR will assist the Contracting Officer with the technical aspects of the task order. The COR will aid in providing guidance and clarification and provide the Contractor access to technical data required to perform the individual requirements issued under this order.

**17.0 Personal Services:** GSA will not issue contracts/task orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the contractor's performance by GSA or the Contracting Officer Representative shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the contractor shall adhere to the following guidelines in the performance of the task.

- a. Provide for direct supervision of all Task Order employees assigned to the task.
- b. Refrain from discussing with the client issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees.
- c. Ensure close communication/coordination with the GSA Customer Account Manager, reporting problems to them as they occur (not waiting for a meeting).
- d. Do not permit Government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e. Do not assign contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.



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- g. Provide contractor employees with badges, if appropriate, identifying them as contractors.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable, but the Government cannot tell the Contractor how to do the job.
- i. Assign a task leader to the order. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternate.

**18.0 Section 508 Compliance:** All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

**18.1 SPECIAL CONSIDERATIONS**

Electronic and Information Technology Accessibility Notice

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this Task Order are: 1194.  
205 Web Content Accessibility Guidelines (WCAG) 2.0 Level A & AA Success Criteria  
302 Functional Performance Criteria  
502 Inoperability with Assistive Technology  
503 Applications  
504 Authoring Tools  
602 Support Documentation  
603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

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In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a Task Order or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the Task Order will be the responsibility of the Contractor at its expense.

(e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

**19.0 Past Performance Information:** In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted through the Contractor Performance Assessment Reporting System (CPARS) for archive in the Past Performance Information Retrieval System (PPIRS). The CPARS process allows the Contractor to view and comment on the Government's evaluation of the Contractor's performance. To that end, Contractors shall register in CPARS at <http://www.cpars.csd.disa.mil/> and the registration shall be completed within 45 days after award. Once the Contractor past performance evaluation is finalized in CPARS, it will be transmitted into PPIRS. Per GSAM 542.1503I, the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the KO and the Contractor.

**20.0 Invoice and Payment Information:** The contractor may invoice monthly for services rendered after the acceptance of the Monthly Status Report for each month. The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the Task Order number in the AAS Business Systems Portal, GSA ASSIST Task Order Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management ([www.sam.gov](http://www.sam.gov)) information that is not an exact match will result in rejected payments.

- a. Company Name – Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address – Contact and Address Information
- c. Remittance Address – Remit to Address Information
- d. Employer's Identification Number – Federal Tax ID
- e. DUNS (Data Universal Numbering System)

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

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- 20.1 **Invoice Requirements:** The contractor shall provide the following information on each invoice submitted via GSA's Assisted Services Shared Information System (ASSIST) portal (<https://portal.fas.gsa.gov/>). The contractor may submit a draft or advance copy of an invoice to the GSA CS for review prior to its submission to GSA.
- a. Invoice Number – do not use any special characters
  - b. Award PIID from GSA Form 300, Block 2
    - (1) Contract Number from GSA Form 300, Block 3
    - (2) FIN (GSA financial tracking number) from GSA Form 300, Block 4
    - (3) Name and address of Contracting Officer to whom payment is sent
  - c. Invoice date
  - d. Invoice billing period (from/to dates)
  - e. Contractor's name (including DBA, if applicable) and physical address
  - f. Contractor's remittance address
  - g. Charges identified by line-item numbers with descriptions, quantities, units of measure, unit prices, and extended prices of supplies delivered, or services performed
  - h. Prompt Payment Discount, if offered
  - i. Total Invoice Amount
  - j. Name, title, phone number and mailing address of person to notify in the event of a defective invoice
- 20.2 **Invoice Submittal:** The invoice must be submitted through GSA's Assisted Services Shared Information System (ASSIST) portal (<https://portal.fas.gsa.gov/>). The contractor shall attach a completed Travel Expense Summary and a cost breakdown of the surge performed, if any, with their invoice submittal. The Client Representative (i.e. the COR) and the GSA Customer Account Manager or Contract Specialist must approve the invoice, and attachments, in CIS prior to payment.
- The payment information must satisfy a match between CIS and SAM for the invoice to be successfully processed for payment.
- If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.
- Copies of receipts, travel vouchers, etc. to support charges for other than employee labor hours must be completed in accordance with the applicable Government regulations. The contractor shall maintain originals and make them available to the Government upon request.
- 20.3 **Vendor Information:** The vendor information must satisfy an exact match between GSA ASSIST and System for Award Management (SAM) for the invoice to be successfully processed for payment.

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- 20.4 **Revised Invoice:** If the contractor submits a revised invoice, the revised invoice shall include:
- a. A unique invoice number,
  - b. A brief explanation of the reason for a revised invoice, and
  - c. A cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.
- 20.5 **Supporting Documentation:** Receipts, travel vouchers, etc. to support charges for other than employee labor hours shall be completed in accordance with applicable Government regulations and other terms of the Task Order and shall be attached to the applicable invoice. The contractor shall maintain originals and make them available to the Government upon request. The contractor shall provide copies upon request.

**21.0 Final Invoice/Task Order Closeout:** Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed. The contractor shall submit a final invoice and a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the Contracting Officer, within forty-five (45) calendar days after the end of the performance period. After the final invoice has been paid, the contractor will receive a unilateral modification for delivery order closeout.

**22.0 Order of Precedence:** This Task Order is subject to the terms and conditions provided in the Contractor's OASIS GWAC Contract Award (47QRAD20D1140) as well as those outlined in this Task Order. The Government hereby incorporates (by reference) the Contractor's Original and Revised [if applicable, if not delete revised] Quote.

In the event of an inconsistency between documents, the following order of precedence shall apply:

1. OASIS Contract 47QRAD20D1140
2. Task Order Performance Work Statement
3. Task Order Attachments, drawings, etc. associated with the Performance Work Statement
4. Contractor's Task Order Quote

NOTE: In the event of a discrepancy between the Contractor's Task Order Quote and any of the aforementioned Contract/Task Order documents, the Contract and Task Order language shall take precedence. In particular, only in extremely rare circumstances can the language in a task order supersede the language in the basic Schedule contract. Any such instance shall be clearly indicated in the resulting task order award.

Betterments, if any, in the Contractor's Task Order Quote which exceed the minimum performance requirements identified in the Task Order Performance Work Statement and associated documents shall be considered the new "minimum" performance requirements upon award and shall be met by the Contractor.

**21.0 Attachments (To PWS Only):**

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- Attachment A – Applicable FAR and Clauses & Provisions by Reference and in Full as Required
- Attachment B – Technical Instruction/Technical Directive Template
- Attachment C – Organizational Conflict of Interest Statement
- Attachment D – Contractor Non-Disclosure Agreement

**Attachment A - Applicable FAR, GSAM, HHS/CDC Clauses and Provisions**

All applicable GWAC clauses, provisions, and terms and conditions are hereby incorporated into the delivery order.

**FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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This Task Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <https://www.acquisition.gov/>.

FAR 52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR 52.232-1	Payments (Apr 1984)
FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (Nov 2021)
FAR 52.242-15	Stop-Work Order (Aug 1989)
FAR 52.246-25	Limitation of Liability – Services (Feb 1997)
HHSAR 352.203-70	Anti-Lobbying (Dec 2015)
HHSAR 352.208-70	Printing and Duplication (Dec 2015)
HHSAR 352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (December 18, 2015)
HHSAR 352.227-70	Publications and Publicity (Dec 2015)
HHSAR 352.237-75	Key Personnel (Dec 2015)
GSAM 552.252-6	Authorized Deviations in Clauses (Nov 2021) (Deviation FAR 52.252-6)

(End of Clause)

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

☒ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ( [41 U.S.C. 3509](#))).

☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

☐ (5) [Reserved].

☐ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ( [31 U.S.C. 6101 note](#)).

☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ( [41 U.S.C. 2313](#)).

☐ (10) [Reserved].

☐ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ( [15 U.S.C. 657a](#)).

☐ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

☐ (13) [Reserved]

☐ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).

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- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- \_\_\_ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ( [15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_\_ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- \_\_\_ (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- \_X\_ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ( [15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ( [15 U.S.C. 657f](#)).
- \_\_\_ (22)
- (i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ( [15 U.S.C. 637\(m\)](#)).



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\_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ( [15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

\_X\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

\_\_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).

\_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_X\_ (30)

(i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).

\_X\_ (31)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).

\_X\_ (32)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

\_\_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).

\_X\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

\_X\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_X\_ (35)

(i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

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\_\_\_ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (37)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

  X   (40)

(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_ (41)

(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).

\_\_\_ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).

\_\_\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

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\_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_\_ (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ( [41 U.S.C. chapter 83](#)).

\_\_\_ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ( [41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (JAN 2021) of [52.225-3](#).

\_\_\_ (iii) Alternate II (JAN 2021) of [52.225-3](#).

\_\_\_ (iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

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(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

\_X\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).

END OF CLAUSE

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph I as paragraph (d), and revise the reference to “paragraphs (a), (b),

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(c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Oct 2015). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and I(1) for paragraphs (d)(1) and I(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

I(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subTask Order for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph I(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

I 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subTask Order (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

I 52.222–26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222–41, Service Task Order Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) \_\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222–51, Exemption from Application of the Service Task Order Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–53, Exemption from Application of the Service Task Order Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

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(M) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222–55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E. O. 13658).

(O) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph I of FAR clause 52.226–6.

(P) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(End of clause)

**FAR 52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 Days before the contract expires.

(End of clause)

**FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

The Government may extend the term of this contract by written notice to the Contractor within 15 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

**GSAM 552.219-74 Section 8(a) Direct Award (Sep 1999)**

- (a) This contract is issued as a direct award between the contracting activity and the (a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the

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responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

U.S. Small Business Administration  
Alaska District Office  
420 L Street, Suite 300  
Anchorage, AK 99501  
Phone: (b) (6)  
Email: [alaska8a@sba.gov](mailto:alaska8a@sba.gov)

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The Contractor agrees:
- (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

## **CDC LOCAL TERMS AND CONDITIONS**

### **CDC0\_G008 Contracting Officer's Representative (COR) (Jul 2017)**

Performance of the work hereunder shall be subject to the technical directions of the designated COR for this contract.

As used herein, technical directions are directions to the Contractor which fill in details, suggests possible lines of inquiry, or otherwise completes the general scope of work set forth herein. These technical directions must be within the general scope of work and may not alter the scope of work or cause changes of such a nature as to justify an adjustment in the stated contract price/cost, or any stated limitation thereof.

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In the event that the Contractor believes full implementation of any of these directions may exceed the scope of the contract, he or she shall notify the originator of the technical direction and the Contracting Officer, immediately or as soon as possible, in a letter or e-mail separate of any required report(s). No technical direction, nor its fulfillment, shall alter or abrogate the rights and obligations fixed in this contract.

The Government COR is not authorized to change any of the terms and conditions of this contract. Contract changes shall be made only by the Contracting Officer by properly written modification(s) to the contract.

The Government will provide the Contractor with a copy of the COR delegation memorandum upon request.

(End of Clause)

**CDC 37.0001 Non-Personal Services (Jun 2020)**

(a) Personal services shall not be performed under this contract. Although the Government may provide sporadic or occasional instructions within the scope of the contract, the Contractor is responsible for control and supervision of its employees. If the Contractor (including its employees) believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The contractor shall comply with, and ensure their employees and subcontractors comply with, CDC Policy titled "Contractor Identification and Safeguarding of Non-Public Information". No Contractor

employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. The contractor is limited to performing the services identified in the contract PWS and shall not interpret any communication with anyone as a permissible change in contract scope or as authorization to perform work not described in the contract. All contract changes will be incorporated by a modification signed by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees and subcontractor employees working on this contract are informed of the terms and conditions herein. The Contractor agrees that this is a non- personal services contract; and that for all the purposes of the contract, the Contractor is not, nor shall it hold itself out to be an agent or partner of, or joint venture with, the Government. The Contractor shall notify its employees that they shall neither supervise nor accept supervision from Government employees. The substance of the terms herein shall be included in all subcontracts at any tier.

(d) The terms and conditions above do not limit the Government's rights under other terms of the contract, including those related to the Government's right to inspect and accept or reject the services performed under this contract.

(End of Clause)

**CDCP\_G009 Contracting Officer (Jul 1999)**



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(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

(End of Clause)

**CDC0.H057 Telework by Contractor (Feb 2015)**

Telework is the movement of contract performance from a CDC facility to a teleworker's residence or alternate work site. The Contractor's organizational decision to participate in telework is voluntary and telework shall not increase the contract price. After contract award, telework arrangements shall be mutually agreed to in advance by the Contractor, the Contracting Officer, and the Project Officer. The Contractor shall submit written telework requests to the Contracting Officer in accordance with instructions provided by the Contracting Officer. The Contractor shall ensure the continuity of performance by Teleworkers and the monitoring of Teleworkers' time. CDC staff do not supervise contractor employees and do not approve or monitor contractor employees' telework. Only the Contracting Officer has authority to approve telework arrangements on behalf of CDC.

Teleworkers shall use Government-Furnished Equipment (GFE) that has been properly configured for security by CDC's Information Technology Services Office (ITSO). The Government's inability to provide GFE for telework shall preclude the use of telework but shall not constitute an excusable delay. The Government shall provide maintenance and technical support for GFE used by Teleworkers. A Teleworker's use of GFE and government information shall be for contractual performance only, and shall be protected from unauthorized access, disclosure, sharing, transmission, or loss. Teleworkers shall comply with CDC Policy No. CDCGA- 2005-02, "Use of CDC Information Technology Resources" (see <http://aops-masiis.cdc.gov/Policy/Doc/policy90.pdf> ).

All GFE used for telework shall be removed from and returned to CDC facilities in accordance with CDC Policy CDC-MM-2005-01 "Controls for Government Property and Guidance on Removing Government Property from CDC Facilities" ( see <http://aops-mas-iis.od.cdc.gov/Policy/Doc/policy480.htm> ). Prior to removing GFE from CDC facilities, Teleworkers shall obtain written approval from the CDC Property Custodian. Teleworkers shall return all GFE to the CDC Property Custodian when he/she separates from the Contract or ceases to telework.

Teleworkers shall exercise due care in transporting and storing non-public information, to ensure it is safeguarded. Controlled unclassified information – formerly called sensitive but unclassified (SBU) information under CDC Policy No. CDC-IS-2005-02, "Sensitive by Unclassified Information" (see <http://aops-mas-iis.cdc.gov/Policy/Doc/policy464.htm> ) - including personally identifiable information (PII) and Privacy Act information shall be transported and stored only in encrypted form. Nonpublic government information shall not be stored on personally-owned equipment, devices, or storage media. Teleworkers shall comply with additional information security requirements established by CDC's Office of the Chief Information Security Officer (see <http://intranet.cdc.gov/ociso/> ). Teleworkers shall apply approved safeguards to protect government equipment, records, and non-public information from unauthorized access, disclosure, sharing, transmission, or damage, and shall comply with Privacy Act

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requirements (Privacy Act of 1974, P.L. 93-579, 5 USC 552a). Violation may result in adverse action, fines, and/or criminal prosecution.

For purposes of accelerated implementation of telework, the Contracting Officer may immediately elect to commence teleworking upon concurrence from the Project Officer and Contractor, with submission of the Contractor's supporting telework request and formal contract modification to follow within 30 calendar days. If the Contracting Officer and Project Officer determine that telework has adversely impacted contract performance, the Contracting Officer may immediately suspend telework arrangements upon written notification to the Contractor.

(End of Clause)

**CDCA\_H042 Records Management Obligations (Jun 2020)**

**A. Applicability**

The following applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

**B. Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes Centers for Disease Control and Prevention (CDC) records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their CDC contract.
4. may include deliverables and documentation associated with deliverables.

**C. Requirements**

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all

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records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. CDC and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of CDC or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the Contracting Officer and the Contracting Officer's Representative. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to CDC control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or

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records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and CDC guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with CDC policy.
8. The Contractor shall not create or maintain any records containing any non-public CDC information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take CDC-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The Contractor shall incorporate the entire substance of the terms and conditions herein, including this paragraph, in all subcontracts under this contract, and must require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth herein will be attributed to the Contractor.

(End of Requirement)

**CDC0\_H022 Smoke Free Working Environment (May 2009)**

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities but are attending meetings within CDC/ATSDR facilities.

(End of provision)

**HHSAR Provision, 352.239-73: Electronic and Information Technology Accessibility Notice**

(a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board

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Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

(b) Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of the Section 508 Final Provisions can be accessed at <http://www.access-board.gov/sec508/standards.htm>.

(c) The Section 508 accessibility standards applicable to this Task Order are: 1194.  
205 WCAG 2.0 Level A & AA Success Criteria  
302 Functional Performance Criteria  
502 Inoperability with Assistive Technology  
504 Authoring Tools  
602 Support Documentation  
603 Support Services

In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and documentation detail - whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site <http://hhs.gov/web/508>.

In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(d) Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a Task Order or order, that supplies or services delivered do not conform to the accessibility standards, remediation of the supplies or services to the level of conformance specified in the Task Order will be the responsibility of the Contractor at its expense.

(e) Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <http://508.hhs.gov/>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>.

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Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

(f) The offeror shall work with the agency's Meeting Accessibility Services Team to arrange logistics for the services offered. The offeror shall contact individuals identified in the Event Notes or similar fields initially, then use the standard method of contact when there are technical difficulties. The offeror shall provide written documentation of their policies, such as, scheduling and rescheduling, addressing questions, and cancellations.

(End of provision)

**CDC0\_H049 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)**

- (a) The contractor and contractor employees shall prepare and submit Non-Disclosure Agreements (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDAs, at Exhibit I and II, are required in service contracts where contractor's employees will have access to non-public and procurement-sensitive information while performing functions in support of the Government. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities, and members of the public (when communication or interaction relates to the contractor's work with the CDC). The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."
- (c) The contractor shall inform contractor employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the contractor is responsible to ensure that all additional or replacement contractors' employees sign an NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meetings where sensitive information may be discussed.
- (f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

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**EXHIBIT I - |Centers for Disease Control and Prevention (CDC) Contractor Non-Disclosure Agreement**

I. Non-public Information

\_\_\_\_\_ understands that in order to fulfill the responsibilities pursuant to \_\_\_\_\_; Order #:

Contract #:

between

the General Services Administration and \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ employees of \_\_\_\_\_ will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, \_\_\_\_\_ agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all contractor employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the Contracting Officer the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the Contracting Officer. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the Contracting Officer could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the Contracting Officer.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

II. Procurement-Sensitive Information

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Performance Work Statements (PWS), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

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Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive

information, or otherwise obtains any procurement-sensitive information while performing duties at the CDC, contractor understands and agrees that contractor may be excluded from competing for any acquisition(s) resulting from this information.

III. Identification of Non-Government Employees

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

A. At the beginning of interactions with CDC employees, employees of other governmental entities, and members of the public (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.

B. Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:

Employee's name Name of contractor  
Center or office affiliation  
Centers for Disease Control and Prevention

C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.

D. Contractors' employees should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.

E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor:

Signature of Authorized Representative of Contractor:

Date:

Copies retained by: Contracting Officer and contractor



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**EXHIBIT II - Centers for Disease Control and Prevention (CDC) Contractors' Employee Non-Disclosure Agreement**

I. Non-Public Information

I understand that in order to fulfill my responsibilities as an employee of , I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public.

Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I, [Name of Employee], agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Performance Work Statement (PWS), Procurement Requests (PR), and Requests for Proposal (RFP); Responses to RFPs, including proposals, questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information while performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) may be excluded from competing for any resulting acquisitions.

III. Special Non-Disclosure Agreement for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems

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In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

IV. Identification as a Non-Government Employee

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the public (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

A. I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

Employee's name Name of contractor  
Center or office affiliation  
Centers for Disease Control and Prevention

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;

C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.

D. I will program my CDC voice mail message to identify myself as a contractors' employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor:

Name of Employee:

Signature of Employee:

Date:

Copies retained by: Contracting Officer, contractor, and Contractor Employee

(End of Clause)

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**ATTACHMENT B – TECHNICAL INSTRUCTION/TECHNICAL DIRECTIVE TEMPLATE**

**Work Request Template**

**1. This Work Request (WR) is issued pursuant to reference (a) from my capacity as the Contracting Officer's Representative (COR) for the contract/order identified below. This WR is issued with the understanding that implementation is within the present scope of the contract/order and that it does not change PWS or other terms and conditions. Nothing herein should be construed as amending the subject contract/order or as changing any contractual requirements. The contractor shall acknowledge receipt and return a signed copy of the WR to the COR. If the contractor believes that compliance with anything herein would constitute a change in the requirements of the subject contract/order, the contractor should not accept the WR and shall notify the contracting officer, in writing, within 10 working days, specify the reason(s) for such belief, and take no further action. A copy of such notification must also be sent to the COR.**

Note: Expenditures for this WR shall not exceed the allotted amount. This WR is contingent upon the availability of funds and performance shall not commence until funding has been obligated on the contract/order.

<b>WR No./Rev No.</b>	WR-CP01-001, Rev. 0	<b>Original WR Issue Date</b>	20 Jul 20XX
<b>WR Revision Issue Date (if applicable)</b>	N/A	<b>Contract/Task Order No.</b>	TBD
<b>WR Title</b>	Title Goes Here		
<b>WR Description</b>	Work required goes in here		
<b>Purpose of Revision (if applicable)</b>	N/A		
<b>Government Agency/Activity</b>	Centers for Disease Control and Prevention (CDC)		
<b>Contracting Officer's Representative (COR)</b>	Name	Code	Telephone
<b>Contracting Officer</b>	Name	Code	Telephone
<b>Contractor</b>	TBD		
<b>Contractor POC</b>	Name	Code	Telephone
	TBD		
<b>Severability</b>	Severable ____ Non-Severable ____		
<b>Applicable PWS Paragraph Number(s)</b>			
<b>Applicable Reference Documents If none, insert N/A</b>	Applicable Reference Documents go here		

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<b>Government Furnished Information (GFI), Government Furnished Equipment (GFE), Government Furnished Material (GFM); Government Furnished Facilities (GFF)</b>  If none, insert N/A	GFI: None GFE: None GFM: None GFF: Other:				
<b>Deliverables (mapped to Deliverable Table in PWS)</b>	<b>Deliverable Identifier</b>	<b>Description</b>	<b>Medium</b>	<b>Frequency</b>	<b>Due Date</b>
<b>Completion Date</b>	<b>Date</b>				
	3 Dec 2017				

This WR shall not be construed as a change to the terms or conditions of the subject contract/order.

**COR Approval:**

Signature		Print Name
Date		
Contracting Officer's Representative		
-----		
-----		

**Acknowledgement of receipt by Contractor:**

1. Provide Estimate

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**ATTACHMENT C - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT**

(a) Organizational “Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the Task Order work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. Offeror as used in this solicitation section addressing OCI shall include all vendors that the company submitting this proposal has entered into a contractor teaming agreement or prime subcontractor relationship with in connection with its proposal submission for this acquisition.

(b) If the Offeror is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the contractor under this Task Order may create a potential organizational conflict of interest on the instant Task Order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this Task Order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of one year after completion of performance on this contract.

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(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Task Order Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this Task Order and for a period of one year after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the contract, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this Task Order or before the one year period following completion of this Task Order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the Task Order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this Task Order or becomes, or should become, aware of an organizational conflict of interest after award of this Task Order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this Task Order for default.

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- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this Task Order for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this Task Order entitled "DISPUTES" (FAR 52.233-1).
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

Compliance with this requirement is a material requirement of this contract.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

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**ATTACHMENT D - CONTRACTOR NON-DISCLOSURE AGREEMENT**

This Agreement refers to Task Order 47QFSA23F0004 entered into between the Federal Acquisition Service (FAS), Assisted Acquisition Services Division and \_\_\_\_\_  
Chenega Enterprise Systems & Solutions, LLC (Contractor).

As an employee of the aforementioned Contractor, I understand that in connection with my involvement in the support of the above-referenced Contract/Order, I may receive or have access to certain “sensitive information” relating to said Contract/Order, and/or may be called upon to perform services which could have a potential impact on the financial interests of other companies, businesses or corporate entities. I hereby agree that I will not discuss or otherwise disclose (except as may be legally or contractually required) any such “sensitive information” maintained by U.S. Centers for Disease Control and Prevention (CDC), Office of the Chief Information Officer (OCIO) or by others on behalf of CDC OCIO, to any person, including personnel in my own organization, not authorized to receive such information.

“Sensitive information” includes:

- (a) Information provided to the contractor or the Government that would be competitively useful on current or future related procurements; or
- (b) Is considered source selection information or bid and proposal information as defined in FAR 2.101, and FAR 3.104-4; or
- (c) Contains (1) information about a contractor’s pricing, rates, costs, schedule, or Task Order performance; or (2) the Government’s analysis of that information; or
- (d) Program information relating to current or estimated budgets, schedules or other financial information relating to the program office; or

I Is properly marked as source selection information or any similar markings.

Should “sensitive information” be provided to me under this Contract/Order, I agree not to discuss or disclose such information with/to any individual not authorized to receive such information. If there is any uncertainty as to whether the disclosed information comprises “sensitive information”, I will request my employer to request a determination in writing from the GSA Contracting Officer as to the need to protect this information from disclosure.

I will promptly notify my employer if, during my participation in the subject Contract/Order, I am assigned any duties that could affect the interests of a company, business or corporate entity in which either I, my spouse or minor children, or any member of my immediate family/household has a personal financial interest. “Financial interest” is defined as compensation for employment in the form of wages, salaries, commissions, professional fees, or fees for business referrals, or any financial investments in the business in the form of direct



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stocks or bond ownership, or partnership interest (excluding non-directed retirement or other mutual fund investments). In the event that, at a later date, I acquire actual knowledge of such an interest or my employer becomes involved in proposing for a solicitation resulting from the work under this Contract/Order, as either an offeror, an advisor to an offeror, or as a subcontractor to an offeror, I will promptly notify my employer. I understand this may disqualify me from any further involvement with this Contract/Order, as agreed upon between GSA and my company.

Among the possible consequences, I understand that violation of any of the above conditions/requirements may result in my immediate disqualification or termination from working on this Contract/Order pending legal and contractual review.

I further understand and agree that all Confidential, Proprietary and/or Sensitive Information shall be retained, disseminated, released, and destroyed in accordance with the requirements of law and applicable CDC or GSA directives, regulations, instructions, policies and guidance.

This Agreement shall be interpreted under and in conformance with the laws of the United States.

I agree to the Terms of this Agreement and certify that I have read and understand the above Agreement. I further certify that the statements made herein are true and correct.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number